REMARKS

Claims 1-14 are pending in the application. Claim 1 has been amended, claim 14 has been canceled, and claim 15 has been added, leaving claims 1-13 and 15 for consideration upon entry of the present amendment. Support for the amendment can be found on page 3, the last paragraph. Applicants request reconsideration in view of the Amendment and Remarks submitted herewith.

Claims 1-3, 5, 7-11, 13, and 14 stand rejected under 35 U.S.C. § 102(b) as being anticipated by Hyde, Jr. (US 6,038,553) ("Hyde"). "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. V. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Moreover, "[t]he identical invention must be shown in as complete detail as is contained in the * * * claim." *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989).

The Examiner asserts that he has considered our previous arguments, but that they are not persuasive. As to claims 1-6, the Examiner asserts the following: "Inherently, a microprocessor stores a first and second value in memory or registers before performing a comparison operation on the two values. Therefore, the customer-entered amount is considered a "stored data" as it is stored within the memory of the microprocessor before being compared with the scanned/OCR data."

Claims 1-3, and 5 include the following limitation: "feeding a bank note; * * * comparing the digitized data with a stored data of bank notes belonging to a currency system scanned in ahead of time in a computer unit." Hyde does not teach or suggest these limitations.

First, claims 1-3 and 5 require "feeding a bank note." Hyde does not teach or suggest anything about a bank note; rather, Hyde teaches about checks. A bank note is not a check. Based on the dictionary definitions, a bank note is a promissory note issued by a bank payable to bearer on demand without interest and acceptable as money. A check is a written order directing a bank to pay money as instructed. As such, a bank note is not a check. Moreover, Hyde can only be used to test the acceptability of checks and cannot be used to test the authenticity of bank notes.

In addition, Hyde discloses the comparison of written data on the check with the information given by a user using the keypad. This comparison verifies the written data on the check obtained by the OCR-process by using an additional data teach in by the user. Claims 1-3 and 5 require that the digitized data is compared with a stored data of bank notes

belonging to a currency system scanned in ahead of time. This limitation is not disclosed, taught or suggested in Hyde.

Accordingly, because all of the limitations in claims 1-3 and 5 are not disclosed by Hyde, Applicant respectfully requests that the rejection be withdrawn.

Claims 7-11, and 13 include the following limitation: "at least one unit for receiving a bank note." As explained above, Hyde does not teach or suggest anything about a bank note; rather, Hyde teaches about checks. Accordingly, Hyde does not anticipate claims 7-11 and 13.

Claims 4, 6, and 12 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Hyde. For an obviousness rejection to be proper, the Examiner must meet the burden of establishing that all elements of the invention are disclosed in the prior art. *In re Fine*, 5 U.S.P.Q.2d 1596, 1598 (Fed. Cir. 1988); *In Re Wilson*, 165 U.S.P.Q. 494, 496 (C.C.P.A. 1970); *Amgen v. Chugai Pharmaceuticals Co.*, 927 U.S.P.Q.2d, 1016, 1023 (Fed. Cir. 1996). In this case, the references do not teach or suggest all of the limitations.

Claims 4 and 6 include all of the limitations of claim 1 and claim 12 includes all of the limitations of claim 7. As explained above, Hyde does not teach or suggest all of the limitations of either claim 1 or claim 7. Accordingly, Applicants respectfully request that the rejection as to claims 4, 6, and 12 under 35 U.S.C. § 103(a) be withdrawn.

In addition, the rejection against claims 4, 6, and 12 is improper because the Examiner used nonanalogous art. See *In Re Wood*, 599 F2d 1032, 202 USPQ 171 (CCPA 1979). The present invention is directed to a device for an automatic vending machine with which it is possible to verify the authenticity of bank notes during payment at automatic vending machines. Hyde does not lie with this field of the invention because Hyde only discloses the comparison of digits written or printed on checks with verification data entered by the customer. Thus, Hyde does not disclose checking the authentication of a check and Hyde is not reasonably pertinent to the particular problem with the present invention. Because Hyde does not check the authentication of a check and a check is not similar to a bank note, Hyde is not analogous art. For at least this reason, the rejection of claims 4, 6, and 12 under 35 U.S.C. §103(a) is improper, and should be withdrawn.

Claim 15 includes the following limitation: "at least one unit for receiving a bank note, * * * means for comparing the digitized data with a stored data of bank notes belonging to a currency system scanned in ahead of time." The claim is allowable for the same reasons that claims 1-3 and 5 are allowable.

In view of the foregoing, it is respectfully submitted that the instant application is in condition for allowance. Accordingly, it is respectfully requested that this application be allowed and a Notice of Allowance issued. If the Examiner believes that a telephone conference with Applicants' attorneys would be advantageous to the disposition of this case, the Examiner is cordially requested to telephone the undersigned.

In the event the Commissioner of Patents and Trademarks deems additional fees to be due in connection with this application, Applicants' attorney hereby authorizes that such fee be charged to Deposit Account No. 06-1130.

Respectfully submitted,

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